Elyria Savings & Trust Co.

147467

Payment Book

Still Payment. Please!! Buglike

Do not write or mark on coupons

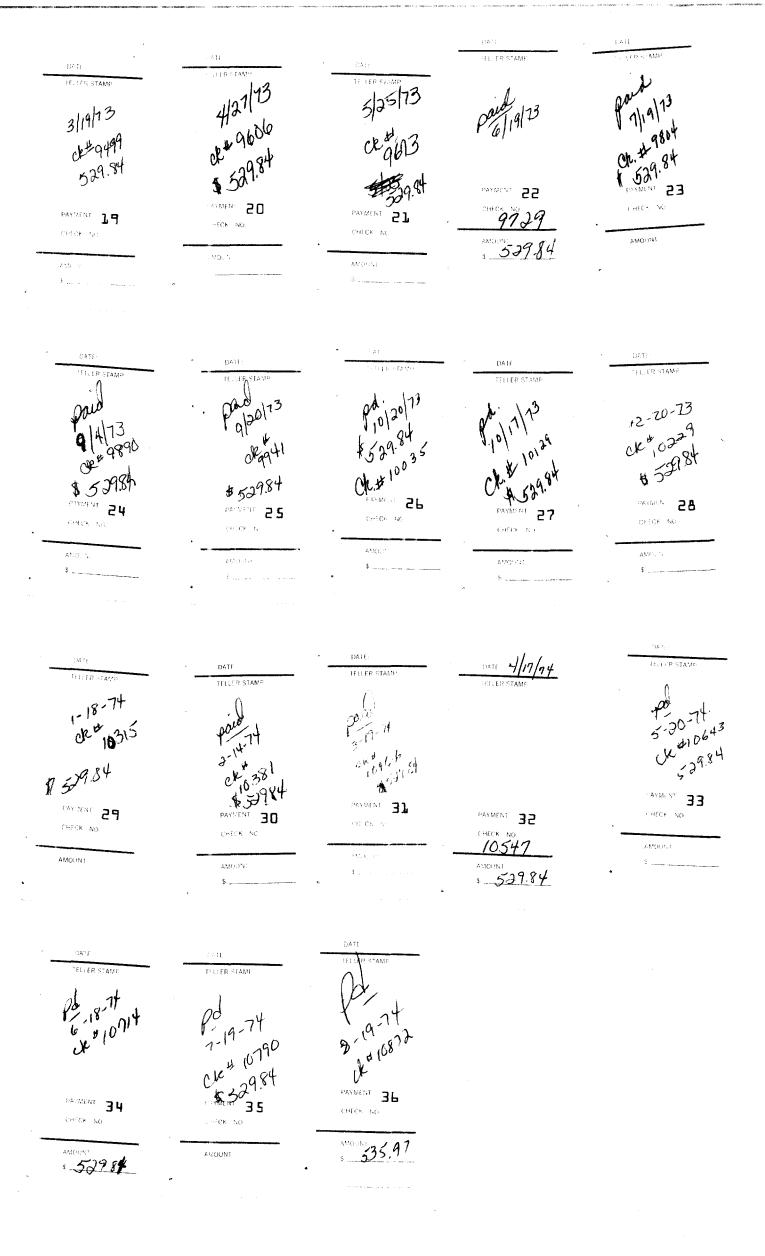


OBITTS CHEMICAL CO 142 LOCUST ST ELYRIA OH 44035

33

•	9-21-71 #8117 539.84	#8194 529.84	DATE FELLER STAMP 11-19-71 #8175 529.84	DATE TELLER STAMP 12-23-71 #8350 529.84 PAYMENT 4 CHECK NO	THE LER STAND J.J.J. FAYMENT CHECK NO.	# 8490 PANYINT L (MECK NO.
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• -	1 FELCER STAMP 3-37-72 48568	15A1: 11ELSER STAMP 14-27-72 14-86-50	TELLER STAMP 5-32-72 #8724	15 DATE FELLER STAMP 6-30-12 #8778	7/21/72 Ck. # 8864	15.1 EP STAMP \$\frac{\plantfamordam}{2} \frac{\plantfamordam}{2} \frac
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AMOL 11



Account	No.	

PLEASE USE THIS FORM TO NOTIFY US IMMEDIATELY OF ANY CHANGE OF YOUR NAME OR ADDRESS.

NEW ADDRESS			PREVIOUS ADD	PRESS	
NAME			NAME		
ADDRESS			ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP

Thank You!

WE APPRECIATE THE OPPORTUNITY YOU HAVE GIVEN US TO SERVE YOU. WHENEVER YOU NEED ADDITIONAL FUNDS, PLEASE CALL ON US AGAIN.

SDMS US EPA REGION V COLOR-RESOLUTION - 2 IMAGERY INSERT FORM

The following page(s) of this document include color or resolution variations. Unless otherwise noted, these pages are available in monochrome. The original document is available for viewing at the Superfund Records Center.

SITE NAME	CHEMICAL RECOVERY				
DOC ID #	147467				
DESCRIPTION OF ITEM(S)	MONTHLY PAYMENT BOOK				
PRP	RMD-CHEMICAL RECOVERY				
DOCUMENT VARIATION	COLOR OR <u>X</u> RESOLUTION				
DATE OF ITEM(S)	1971-1974				
NO. OF ITEMS	MULTIPLE				
PHASE	ENFORCEMENT				
OPERABLE UNITS					
LOCATION	Box # Folder # Subsection				
PHASE (AR DOCUMENTS ONLY)	Remedial Removal Deletion Docket Original Update # Volume of				
	COMMENT(S)				
	FOLDER M-35				

BANK 0096

ELYRIA SAVINGS & TRUST NATIONAL BANK BROAD AND COURT ELYRIA OHIO MAIN OFFICE



INSTALLMENT LOAN DIVISION

YOUR LOAN, CAN NOW BE PAID IN THE BY REMITTING TAMOUNT PAYABLE BEFORE INDICATED EXPIRATION DATE. IN DETERMINING THIS AMOUNT, ANY CHARGES HAT HAVE ACCUMULATED BECAUSE OF LATE PAYMENTS ON YOUR LOAN HAVE BEEN ADDED, AND ANY DISCOUNT CALCULATED FOR PAYMENT OF YOUR LOAN AHEAD OF SCHEDULE HAS BEEN SUBTRACTED



OBITTS CHEMICAL CO 142 LOCUST ST ELYRIA OH 44035

061-103302

PLEASE RETURN THIS ADVICE WITH REMITTANCE.

07-19-74

~₹

339 (6/64)				
529.97	6.00		535.97	08-20-74
"RESENT LOAN BALANCE	LATE CHARGES AND/OR FEES	REBATE	PAYABLE	EXPIRES
		·	AMOUNT	QUOTATION

Welcome as an Installment Loan Customer.

This is your easy-to-use monthly payment book.

Save this statement as a record of your loan from

Payment coupons for your loan are enclosed. Additional coupons will be automatically mailed to you as needed.

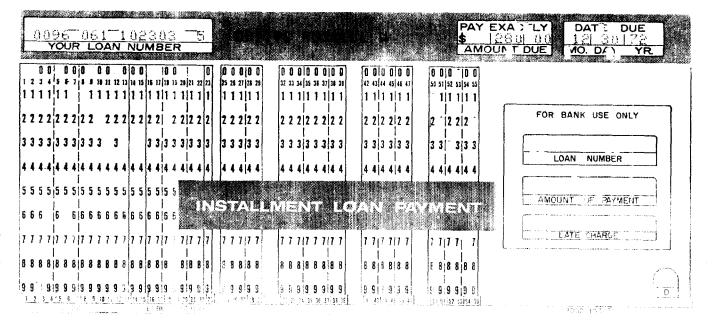
ANY MESTIONS ABOUT MOOR ONN, AND ALL PAYMENTS, SHOWED BE DIRECTED TO THIS APPRESS

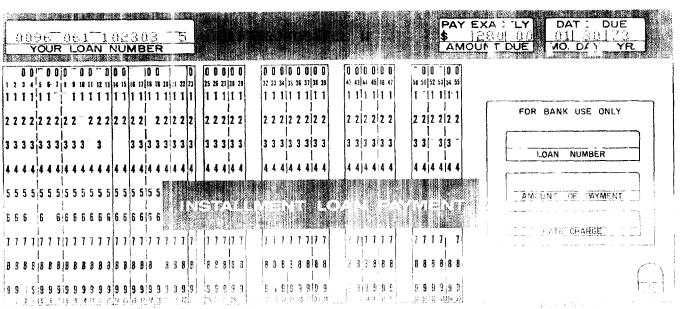
Boiles LOA CY FLYPIA SAVINGS & TRUST BROAD AND COURT ELYRIA OHIO

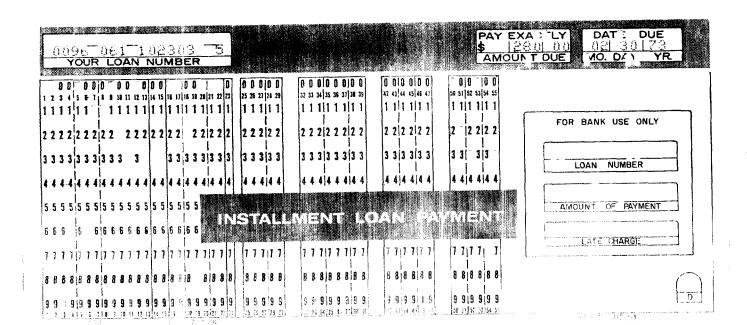
280.00 2-30-71 061-102303 10,045.53

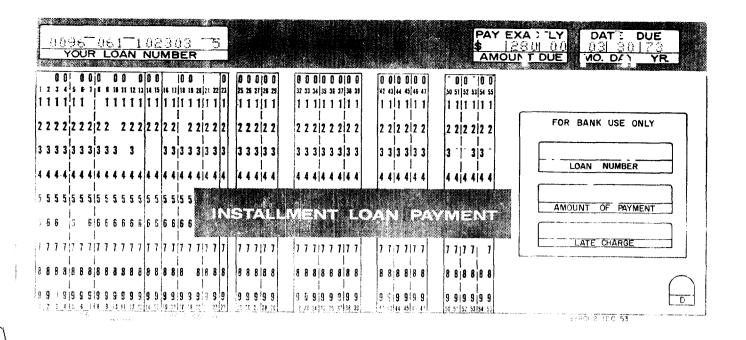
OBITTS RUSSELL W 1130 GULF RD FLYRIA OHIO 44035 See inside cover for quick, convenient way to make your loan payments.

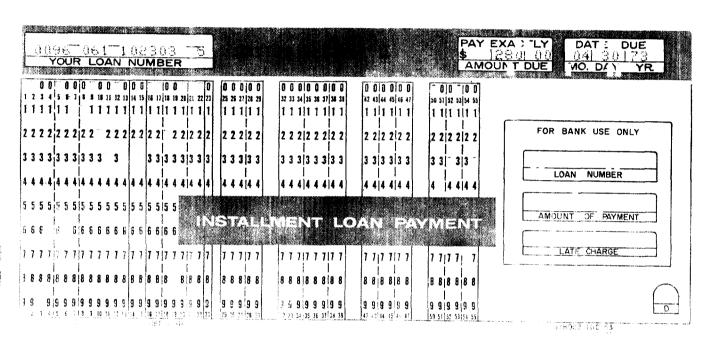
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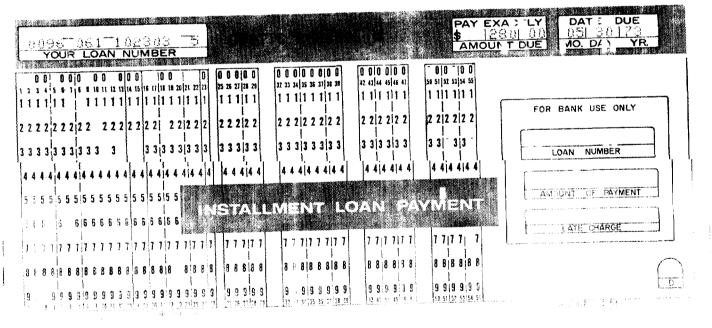


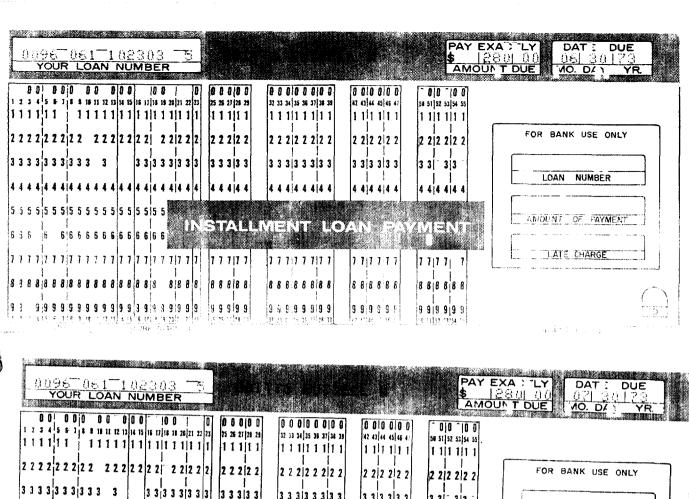


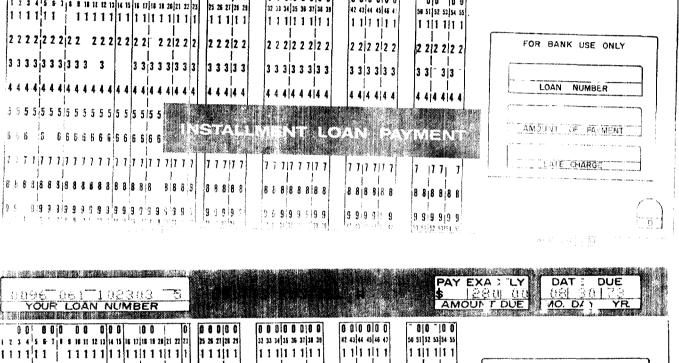


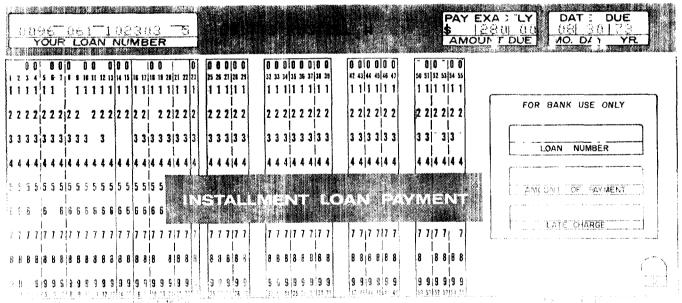


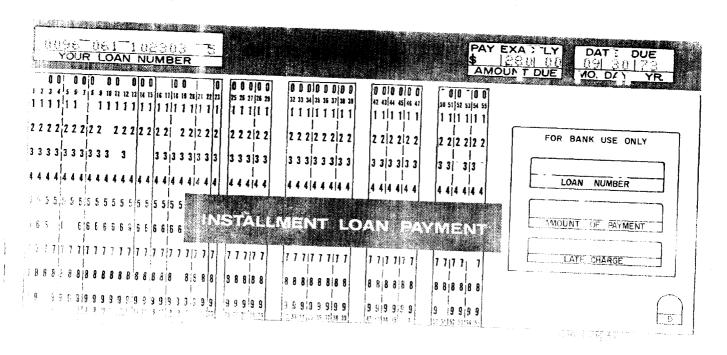


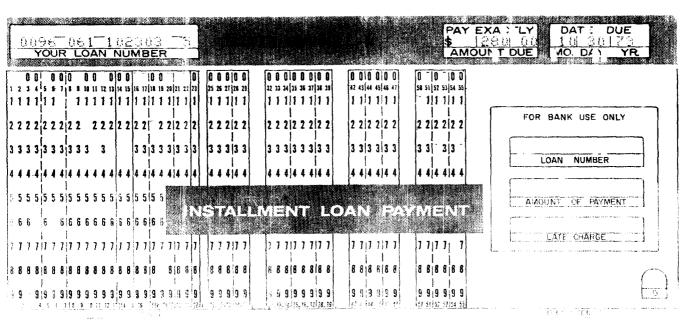


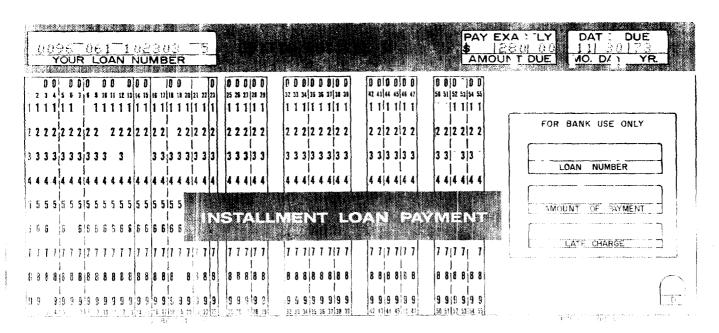


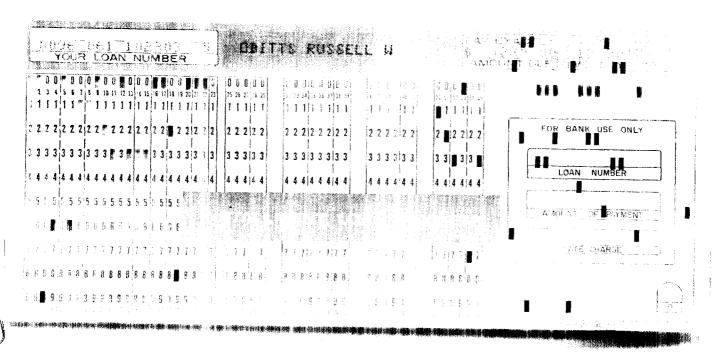


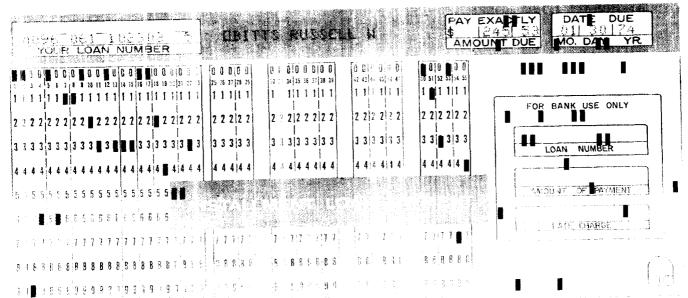












PLEASE USE THIS FORM TO NOTIFY US OF CHANGE OF ADDRESS

(PLEASE PRINT)	
LOAN NUMBER	DATE
NAME	
NEW HOME ADDRESS	
	ZIP CODE
NEW BUSINESS ADDRESS	
	ZIP CODE
PHONES — HOME	BUSINESS

THIS NOTICE MAY BE ENCLOSED WITH COUPON

C-51 REV. (8/67)

way to make your loan payments.

DC-39 (12/62)

PAYMENT RECORD

DATE	AMOUNT	CHECK NO.	DATE	AMOUNT	CHECK NO.			
122/71	7 280.00	# 1619		AWOOK!	CHECK NO.	DATE	AMOUNT	CHECK NO.
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ELYRIA SAVINGS & TRUST

NATIONAL BANK

ELYRIA, OHIO 114035

Russell Obitts
142 Lacust St.
Elyria, akio 44035

INSTALLMENT LOAN VERIFICATION

LOAN NUMBER 061-0105670

BALANCE 2493.88

DATE ABOVE BALANCE //////

LAST PAYMENT MADE /c/29/74
(Date)

THIS IS NOT A REQUEST FOR PAYMENT

Under regulations prescribed by the Administrator of National Banks, we are required to verify account balances by direct verification with customers.

Records of the bank show the following information on your installment loan. Please compare this information with your records. If it agrees, NO REPLY IS NECESSARY. If there is any discrepancy, please notify the audit firm of T.L. Moise Associates, 602 Elyria Savings & Trust Building, Elyria, Ohio. Phone 323-5466

We thank you for your cooperation and for your continued use of our services.

Elyria Savings & Trust National Bank

AP - 29



ELYRIA SAVINGS & TRUST NATIONAL BANK

ELYRIA, OHIO 14035

Obither Chamine Bo.
142 Treust St.
Elyria, Phis 44035

INSTALLMENT LOAN VERIFICATION

LOAN NUMBER 061-0106105

BALANCE 10, 772.34

DATE ABOVE BALANCE NOV - 1 1974

LAST PAYMENT MADE /0/1/74
(Date)

THIS IS NOT A REQUEST FOR PAYMENT

Under regulations prescribed by the Administrator of National Banks, we are required to verify account balances by direct verification with customers.

Records of the bank show the following information on your installment loan. Please compare this information with your records. If it agrees, NO REPLY IS NECESSARY. If there is any discrepancy, please notify the audit firm of T. L. Moise Associates, 602 Elyria Savings & Trust Building, Elyria, Ohio. Phone 323-5466

We thank you for your cooperation and for your continued use of our services.

Elyria Savings & Trust National Bank

AP - 29

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) Colling Company
This Locust St.

Flyria, Ohio 14035

2 Secured Party(ies) and address(s) and address(s) THE ELYRIA SAVING & TRUSKOCK
COURT ST., ELYRIA, OHIO

3 Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

COURT ST., ELYRIA, OHIO

4 This financing statement covers the following types (or items) of property:

Brighton Corporation Film The Still

SECT OF STATE OHIO

Aug 23 8 00 AM '71

AUG2 8 1974

TED W. BROWN

SECRETARY OF STATE

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered.

No. of additional sheets presented:

Filed with: Secretary of State and Lorain County Recorder

By: P. M. Oluty
Signature(s), of Debtor(s)

Elyria Sawings and Trust National Bank

By: Wy Fitel, Vise Pses Signature(s) of Secured Party(ies)

Filing Officer Copy - Alphabetical This form of financing statement is approved by the Secretary of State.

STANDARD FORM - UNIFORM COMMERCIAL CODE - OBA UCC-2 FORM IL 31

NEGOTIABLE PROMISSORY NOTE

2818.50		Tarage State	*	Cleve	e. Oh:	io	
(Total Principal An	nount of Note)	••••		MAN 28	74	(City and State)	•••••••••••••••••••••••••••••••••••••••
For value received, I, we o	nd Eight H reither of us, prom	ise to pay to Pullman	n Incorporated (Trailmo	bile Division) or order th	e principa	l sum o Eighte	en And
of such payments shall be							
thereafter until fully paid rate, together with reason collection. Upon non-payment of an endorsers and guarantors hany attorney at law to ap against each, any or all of fees, and to release all error	able attorney's fees y instalment at its r neredy waive notice pear after maturity them in favor of t	(15% of the unpaid naturity, all remaining of non-payment, pro for each, any or all he holder hereof for	ng instalments shall at the state of them in any court of them in any court of them are such amount as may	of this note, if permitted the option of the holder be demand, and all exemption or courts and waive the is	d by law) i ecome imi ons and ho sue and se	if placed in the hand mediately due and p mestead laws, and i rvice of summons a	ds of an attorney for bayable. The makers, rrevocably authorize and confess judgment
	April 1 April 1		******************************	***************************************		一种大大	}
NEGOTIABLE AND PAY	ABLE AT		_				Signature
THE OFFICE OF			, V	t. Q 0	lear		of
TRAILMOBILE HAMMOND, INDIANA WITH EXCHANGE.			Title	ac g	J	Z	Purchaser
	ens de la companya d			(Title of officer, if corning partner or owner, sta			1-103-302
						克莱尔 克克	

GUARANTEE

In consideration of the execution of the Note on the reverse side hereof, the undersigned jointly and severally guarantee(s) to any holder the payment promptly when due of every instalment thereunder and the payment upon demand of the entire unpaid balance if the maker(s) defaults in any payment of any instalment at its due date or in any manner, without first requiring the holder to proceed against the maker(s). The undersigned waive(s) all defenses, notice of acceptance hereof, and of defaults under said instrument, and consent(s) that the holder may, without affecting our liability, release any rights against and grant extensions of time of payment to the maker(s). In consideration of the execution of the Note on the reverse side

Name of

Manufacturer

CHATTEL MORTGAGE

Purchaser's (Mortgagor's) Name . O Bitts Chemical Co. (Chemical Co.) Address	
City Blyria County of . Lorain State . Chio	Date:
Pullman Incorporated To(Trailmobile Division)	
1414 Field Street, Hammond, Indiana 46320	
(Address of Seller-Mortgagee)	
KNOW ALL MEN BY THESE PRESENTS, that the undersigned Purchaser-Mortgagor address is set forth above, having been quoted and offered both a cash sale price and a time sal the equipment described below at the cash sale price or the time sale price quoted, has elected the set forth on the attached statement of sale which is hereby made a part hereof which sum Mossigns and in consideration of the unpaid balance of purchase money as set forth on the Stater	e price and having the opportunity to purchase to purchase the equipment at the time sale price etgagor agrees to pay to Mortgagee or Mortgagee's
DOES HEREBY GRANT, bargain, sell, convey and confirm unto Mortgagee, its success on the attached specifications together with attachments and accessories:	ors and assigns the equipment described below or

Pruchauf AVE 675304 Semi Trailer 1967 U50-7109

Description

Year

Other

Identification

Manufacturer's Serial Number

for which Mortgagor jointly and severally agree to pay Mortgagee or its assigns the sum set forth on the attached Statement of Sale which is hereby made a part hereof,

TO HAVE AND TO HOLD the same together with any and all replacements, additions and accessions thereto unto said Mortgagee, its successors and assigns forever.

Said Mortgagor does hereby covenant to and with the Mortgagee, its successors and assigns, that the Mortgagor is lawfully possessed of the above-described equipment as Mortgagor's own property: that the same is free from all encumbrances, and that Mortgagor will warrant and defend the same to the Mortgagee, its successors and assigns against all claims and demands of all persons.

PROVIDED NEVERTHELESS, that if said Mortgagor shall well and truly pay unto said Mortgagee or its successors or assigns, the balance of the purchase money and the instalments thereof as set forth on the Statement of Sale attached hereto, on their due dates as therein set forth, and if said Mortgagor shall perform all other obligations to be performed by Mortgagor hereunder, then this mortgage shall be void, otherwise to remain in full force and effect.

AND PROVIDED FURTHER, that said Mortgagor shall retain possession of said equipment and at Mortgagor's own expense keep and use the same as long as said Mortgagor fully performs each and every covenant and condition of this mortgage.

Said Mortgagor covenants and agrees that said equipment shall remain chattels and personal property at all times and shall not become part of any realty or freehold: that the said equipment is being bought for use primarily for business or commercial purposes: that Mortgagor's principal place of business is as given above, and that Mortgagor will notify Mortgagee by registered mail at Mortgagee's address below at least ten days before changing the location of its principal place of business; that said equipment at all times will be located at

142 Locust St. Elyria (Street Address)

State of Ohio

ment in first class mechanical condition and repair, and in such mechanical condition as is adequate to comply with ICC regulations and laws of any state in which the equipment is operated. Mortgagee shall be accorded free access to Mortgagor's premises at all reasonable times to inspect any of the equipment for any purpose: that at all times until all conditions and covenants of this mortgage are fully performed and the indebtedness satisfied. Mortgagor shall keep said equipment insured at Mortgagor's expense against loss by fire, theft and accidental physical damage, in favor of Mortgagee and its successors and assigns, insurance policies to be in such form and placed with such companies as are acceptable to Mortgagee and which policies shall provide for the giving by insurance companies to Mortgagee of at least 15 days advance notice of any intended cancellation of such coverage and Mortgagee shall furnish Mortgagor insurance certificates evidencing insurance coverage: and Mortgagor shall promptly pay all taxes, including documentary stamp taxes and intangible stamp taxes, assessments, motor vehicle registration and license charges, recording and filing fees, and other public charges of every character due with respect to this mortgage or said equipment or levied or assessed thercupon, and shall promptly satisfy all liens and encumbrances against said equipment; that if Mortgagor shall fail to insure the equipment as aforesaid, Mortgagee may at its option insure same. Mortgagor to pay the standard premium charge and Mortgagee to pay any additional premium required by the adjusted experience premium and retain any return premium resulting therefrom: that any standard premium charge so paid by Mortgagee, and all sums paid by Mortgagee in discharge of taxes, including documentary stamp taxes and intangible stamp taxes, assessment, motor vehicle registration and license charges, recording or filing fees, public charges, liens and encumbrances with respect to Mortgagor and if not immediately paid by Mortgagor sha

hereby: and that any insurance company may make payment for losses direct to Mortgagee and said Mortgage is hereby appointed attorney infact for the Mortgagor to endorse any draft therefor.

Said Mortgagor further covenants and agrees that if at any time Mortgagor should become insolvent, or make or attempt or agree to make any general assignment for the benefit of creditors, or if any bankruptcy proceedings are at any time commenced either by or against Mortgagor, or if Mortgagor disposes of or encumbers any or all of said equipment or attempts to do so, or if for any reason or cause any or fail to perform any or all of the covenants, conditions or other provisions hereof, either in the manner or within the time berein specified, or other formality or particular act or conduct being required of Mortgagor, at without any demand or notice or Mortgagor, and without any venture of the covenants and the manner or assigns become immediately due and payable and the Mortgagee or its successors or assigns become immediately due and payable and the Mortgagee or its successors or assigns become immediately due and payable and the Mortgagee or its successors or assigns become immediately due and payable and the Mortgagee or its successors or assigns become immediately due and payable and the Mortgagee or its successors or assigns shall thereupon have the following rights to take immediate possession of said equipment and for that purpose may, with or wortsagee retakes possession of said equipment of any claim or interest in the articles, failure to do so constituting a waiver and a bar to any subsequent claim therefor) and remove same to Mortgages address shown above or to such other place as Mortgage may deem one or any part thereof are place as may be deemed between the or without the said equipment being present (at which sale Mortgagee may be purchaser) at such time and place as may be deemed between the or without the said equipment of or cash and/or goods) and after detucing all lawful expenses (including but not li

specincally provided for herein. Mortgager may at its option take advantage of any additional remedies available under the applicable laws and statutes.

Mortgagor further covenants and agrees that Mortgagor will yield and surrender possession of said equipment to Mortgagoe, its successors or assigns promptly on demand: that any such taking of possession of said equipment by Mortgager, its successors or assigns promptly on demand: that any such taking of possession of said equipment by Mortgagor, its successors or assigns may be done or effected with or without regal process wherever the same may be found and without any liability upon Mortgagor as supported assigns forever free and harmless: that in the event of any definquency in the payment of any one or more installments the accuracy assigns and the payment of any one or more installments beneunder, interest on each past due installment shall accuracy after its due date at the highest take premitted by law, or, if not permandal pay Mortgagor and any may may be definitely any mortgagor and any may may may be definitely any mortgagor and any may may be definitely any mortgagor and any may be definitely any mortgagor and payment of payment

It is understood that Mortgagee or its successors or assigns shall not be bound by any oral agreements, guarantees, representations or warranties past, present, or future, representing said equipment or Mortgagee's obligations hereunder, not contained in this mortgage which Mortgagor has read and understands, and that future modifications hereof may be made only in writing signed by Mortgagee, and Mortgagor represents that no credit except that set forth herein has been made or is to be made. It is understood that the two paragraphs of Mortgagee's standard warranty as set forth in its standard sales order form shall apply to the equipment described above and any statement as to year model herein is for identification only and is not a warranty or representation.

Time is of the essence of this agreement.

This agreement may be executed, acknowledged and delivered in any number of counterparts, each of which shall be deemed to be an original.

STATEMENT OF SALE

This Statement of Sale is part of this Chattel Mortgage fro	O Bitts Chemical Co.
Maria 26 %	(Corpora cross)
to Pullman Incorporated (Trailmobile Division), dated	Mortgagor jointly and severally agrees to pay Mortgagee or its assigns the
	(4) Insurance Cost S Purnish
(1)	Types of Insurance Coverage
Cash	☐ Comprehensive
(2) Down Payment Trade-in \$ -0-	S Deductible Collision
Less Pay- off \$\$	Expiration Date
	130.50 (5) Principal Balance Owed \$
	(6) Finance Charge \$ 388.00
	(7) Time Balance \$2818.50
one final payment of \$ 104.50 beginning on the date of each month thereafter until paid.	ual successive monthly payments of \$ 118.00 each and EEB = 1 '74
IN WITNESS WHEREOF, said Mortgagor has bereunto set M The Purchaser-Mortgagor hereby acknowledges a execution by nim (or it).	receipt of an exact copy of this instrument at the time of
	X Outer of Shapen (Seal)
	By Signature of Purchaser-
	Title Morrgagor
	Pullman Incorporated (Trailmobile Division)
	By Signature T. M. Halman, Jr. Of Seller- Title Office Mgr. Mortgagee

GUARANTEE

In consideration of the time sale of equipment evidenced by this instrument the undersigned jointly and severally guarantee (s) to any holder the payment promptly when due of every instalment hereunder and the payment on demand of the entire unpaid balance if Mortgagor defaults in any payment of any instalment at its due date or in any other manner, without first requiring holder to proceed against Mortgagor. The undersigned waive (s) all defenses, notice of acceptance hereof, and of defaults under said instrument and consent (s) that holder may, without affecting our liability, release any rights against and grant extensions of time of payment to any other obligors. Witness the hand (s) and seal (s) of the undersigned.

X Outuf Olygene (Seal)

142 Locust St. A. Elyria, Ohio

WARNUNG — BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU OR YOUR EMPLOYER REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

Dussell de Ole Lorothy & Ohita

DATE _

NC-37

PERSONAL LOAN DEPARTMENT

ELYRIA SAVINGS & TRUST NATIONAL BA

71

(Do Not Write in Date

36 months after date, for value received, each maker hereof promises to pay to the order of ELYRIA SAVINGS & TIONAL BANK at its Office, Elyria, Ohio, the sum of TRUST NATIONAL BANK at its Office, Elyria, Ohio, the sum of Ten Thousand Forty Five and 53/100-----

in funds current at Elyria, Ohio, with interest at the rate of eight per cent per annum after maturity payable quarterly on the first days of January, April, July and October, having deposited and pledged with said Bank Budget Plan Account bearing the "BPA No." indicated above as collateral security for the payment of this note, and the holder hereof being hereby given a continuing right of set-off thereagainst.

The borrower requests said bank to open an account in the borrower's name as indicated above and agrees to increase the amount of collateral security for the indebtedness evidenced hereby by depositing promptly to the credit of the said account the sum of \$280.00 on February 30.1971 and an equal amount at regular monthly intervals thereafter, or at such other times as may be mutually arranged between the Bank and any of the undersigned, until a total of the face amount of this note shall have been so deposited, and the undersigned co-makers, jointly and severally, agree to make each of the said deposits promptly if the borrower should default in making the same. As often as default is made in the performance of the foregoing covenant to increase monthly the amount of security for this note beyond the day as herein agreed, there shall be due and payable to the Bank a sum calculated at the rate of five cents for each dollar of such delayed increase therein, which sum the undersigned, jointly and severally, agree to pay to the holder hereof at or before the maturity of this note as liquidated damages.

The undersigned agree that in the event of (a) any failure to increase the value of the security for this note monthly as herein agreed; (b) any statement in the undersigned's "Credit Statements," which statements are the inducement for this loan, proving to the satisfaction of the holder hereof to be untrue; (c) the death of the undersigned borrower; (d) an application for the appointment of a Receiver for, or (e) the making of an assignment for the benefit of creditors by, or (f) the filing of a petition in bankruptcy by or against or (g) any other act of insolvency however expressed or indicated, or (h) the issuance of an attachment or the entry of a judgment against the undersigned or any of them; then and in any such event this note, together with all sums payable hereunder as liquidated damages, shall immediately become due and payable without demand or notice, and the holder shall have all the rights and remedies herein provided in case of default, and, in addition, all balances of all deposits of the undersigned and each of them with the holder shall immediately become the subject of a set-off by such holder against this note, whether apart from this agreement this note would then have matured or not, and in any such event the holder shall be deemed to have exercised its right hereunder. Any failure by the holder to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any time and from time to time thereafter. Upon this note maturing under any of its terms and provisions, and not being fully paid and satisfied on the day of its maturity, the amount thereof, together with any unpaid liquidated damages as herein provided, shall be charged against the above mentioned account of the undersigned borrower, (the holder being hereby authorized, as pledgee, to give any notice, or take any other action, required by law, to render said deposit account available for said purpose) and if same shall not be sufficient, or available, fully to pay and satisfy the indebtedness represented hereby and unpaid liquidated damages, the unpaid portion thereof may be forthwith charged against any account or accounts maintained by either or any of the undersigned co-makers with the holder hereof, without demand or notice or further consent from the undersigned or any of them, they and each of them hereby agreeing to be and remain jointly and severally liable for said indebtedness represented by this note remaining unpaid, and unpaid liquidated damages, if any.

Each of the undersigned hereby authorizes the Bank to: (1) date this note as of the date when the loan evidenced hereby is made; (2) complete any blank spaces in this note according to the terms upon which it grants the loan relative hereto; and (3) cause the signature(s) of one or more co-makers, in addition to the original number, to be added at any time or times hereto, and to do so with or without notice to any of the undersigned who hereby consent thereto and acknowledge that such may be done without affecting the joint and several obligations of each of the undersigned, as herein set forth, and each of the co-makers hereby acknowledges receipt of notice that the Bank intends to act upon this note in reliance upon the agreements herein contained.

Each of the undersigned hereby authorizes any attorney-at-law to appear in any court of record in the State of Ohio or in any state or territory of the United States, after the above obligation becomes due and waive the issuing and service of process and confess a judgment against any one or more or all of the undersigned in favor of any holder of this note, for the amount then appearing due, together with costs of suit, including attorney's fees, and thereupon to waive all errors and all rights of appeal and stay of execution, but no such judgment or judgments against less than all of the undersigned shall be a bar to a subsequent judgment or judgments against any one or more or all of the undersigned against whom judgment has not been obtained hereon. This warrant of attorney to confess judgment is a joint and several warrant of attorney. The undersigned and all endorsers whose names now appear or are hereafter written on this instrument, do severally waive presentment, demand, protest and notice of protest and non-payment

SIGNATURES: (write in full) ADDRESSES. (give complete residential address) 1130 Gulf Road, Elyria, Ohio Borrower: 2nd R.E.M. on properties located at Wife or husband: 128-142 Locust Street, Elyria, Ohio Co-maker: Russell W. Obitts (EST Form IL-1)

Statement of Non-Rescission furnished pursuant to the Federal Truth-in-Lending Act and F.R.B. Reg. Z

	Dated:_	January	26,	1971	
TO: ELYRIA SAVINGS & TRUST NATIONAL BANK					
We/I refer to the contractual obligation ari from your commitment letter to us/me dated and accepted by us/me on	sing —	January January	-		
pursuant to which you agreed to lend us/me a we/I agreed to borrow from you the principal amount of to be evidenced by our/my mortgage note and		8500	.00		
secured by a mortgage covering real property identified as <u>128-142 Locust Street</u>	,				
Elyria		Lorain	Cour	nty, O	hio.

This is to confirm that in connection with the above-mentioned contract, we/I have received a Discolsure Statement given pursuant to the above-mentioned Act and Regulation and have received two copies of a Notice of Right of Rescission at least five (5) business days prior to the date hereof and we/I have not rescinded the contract.

Dursell W. O. attle

TL - 7

SPITZER MÔTORS OF E	LYRIA, HE	RETAIL BUYERS ORDER	
FLYRIA PHIO		RETAIL BOTERS ORDER	~ .
PURCHASEE DI/S	CAMMICA!	Date 630	19 /
ADDRESS	CITY TYP		10841N
ENTER MY ORDER FOR	R. 1975 MAKE 1 6 2 92	TYPESCONTSMAN 1	Poyal
SERIAL 302 48 F3 X0457	28TOCK NO. 4 33000		WAGO -
What Brought Custome RED BC VALU	OK CASH DELIVERE	D PRICE	5-472 20
VALU	E 179-36	O AIR	
To S. M. For My Trade-In	ATI	interfess	
What Brown My Trade. In Prospect For My Trade. In	PS	The state of the s	
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	Rimor	3000	
		veri 1115WAlls	4
	OPTIONAL EQUIP		
	OPTIONAL EQUIP	TOTAL	179000
		S- C OH	47/05
USED CAR ALLOWANCE \$			-
DESCRIPTION OF TRADE IN		730	
19 M. M. S.	-83		1154000
Model Type		CASH CAR DIFFERENCE	454000
Stock No. Serial		SALES TAX ON SELLING PRICE	19160
,		DELIVERY 4, HANDLING	2 2 50
EST. BAL. OWED		New License or Title Free	950
BAL. OWED TO		TOTAL CASH DIFFERENCE PRICE	476360
VERIFICATION (Boot on Rus	PAPAGE OWED ON USED CAR	
PAYMENTS		CASH BALANCE	
		TOTAL CASH TO BE PAID	
INC WITH IN	S. COVERAGE	BALANCE DUE	
		PINANCE TUROUGU	
BAL. IN MOS. BEGINNI	THE ABOVE COMPRISES	FINANCE THROUGH THE ENTIRE AGREEMENT PERTAINI	
Bal. Financed	OR PROMISE WHATSOE	AGREEMENT OF ANY KIND, VERBAL VER WILL BE RECOGNIZED.	
Insurance Cost	been notified that it is ready.	e and accept delivery of vehicle within forty-ei	
Finance Cost	the right to re-appraise it for	turned in to you at the time this agreement is trade-in value at the time it is delivered to y	ou, and I warrant the
Service Charge	as liquidated damages for you	d. Failure on my part to take the vehicle, forfour ar expense and efforts in the matter and permany liability to me whatsoever.	nits you to otherwise
GRAND TOTAL		not be held liable for any delay or failure to	make delivery through
@ \$	It is agreed that no warra	anty, either expressed or implied, is made by an that printed on reverse side.	you under this orde
@\$	It is expressly agreed that	t the legal title of said vehicle shall not pass to ght and delivery charges, as above stipulated, l	
TOTAL	The price quoted is for in facturer before vehicle has been	nmediate delivery, but if the price should be in a assigned to me I agree to pay the difference	creased by the Manu e in price.
CREDIT O. K.	I HAVE RECEIVED A TERMS AND CONDITION	COPY OF THIS ORDER, I FULLY US SET FORTH HEREIN, AND I CERTIF	INDERSTAND AL
P	YEARS OF AGE OR OLD	ER.	<u> </u>
Wall Wine	Buyer's Signature	× Obulto Chem Co	1 WOOM
Accepted the Walt them?	Address	Phone	- (may

Accepted By WWW | LEWING AUGESS
SUBJECT TO FINANCE APPROVAL

THIS IS NOT AN ORDER UNTIL ACCEPTED BY AN OFFICER OF THE COMPANY

PURCHASER'S STATEMENT AND ACCEPTANCE OF MOTOR VEHICLE

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11.		TH PARENTS	12. OWN		PAYMENT	13. LAN	DLORD (R MORTGAG	HOL	DER		•	ADD		1 🖳	OTHER		
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15.	PREVIO	S HOME ADD	RESS				·								16.	LIVED T	HERE	
																YRS.	MOS.	
	AREST	17. NAME					18. A	DDRESS										
	LATIVE T LIVING	CUSTOMER'S	RELATIVE				20. A	DDRESS										
	1 LIVING TH YOU																	
_	EMPLOY	SPOUSE'S R	ELATIVE		*****	-											_	-
22	EMPLO	ER'S ADDRES	3					, , , , , , , , , , , , , , , , , , ,							23	. TYPE O	F BUSINESS	
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24	. POSITIO	,	25. BADGE NO. OR	DEF1.	26. DATE	EMPLOTED	s	. JALANI		MONTH	- 1	OTAL,	· income] M			- OTHER	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
29	. PREVIO	US EMPLOYER																
30	PREVIO	US EMPLOYER	S ADDRESS								31	. POSIT	TION		32 MO	. FROM:	TO EAR MONTH); / YI
33	. SPOUSI	E'S EMPLOYER						·			1_				_			
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34	. SPOUSI	E'S EMPLOYER	'S ADDRESS												35	. TYPE O	F BUSINESS	
36	. POSITI	ON	37. BADGE NO. OR	DEPT.	38. DATE I	EMPLOYED	39	. SALARY		WEEK	1	OTHE	R INCOME		EEK		E OF OTHER	INC
41	NAME C	F BANK					\$	ADDI	ESS		\$						☐ SAVIN	GS
															·		CHEC	KING
42	. LAST V	EHICLE PURCH	ASED FROM												43	. DATE P	URCHASED	
44	. LAST V	EHICLE FINAN	CED BY					ADE	RESS						45	. PRESEN	T BALANCE	
	46.	INSTALMENT A	CCOUNTS (LIST TWO)				FIRM A	DDRES	s						NTHLY P	AYMENTS	
S	47.														\$			
ENC															\$			
REFERENCES	48.	HARGE ACCOU	NTS (LIST TWO)					FIRM A	DDRES	s								
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ŧ	he und	ersigned, fu	ll possession, cus	tody	and contr	rol of the	e				•	•	••••••		••••	- 4	,	
5	Serial N		ept full responsib															
i	ng of s	aid motor v		inty	and nabin	ity for th	ie use,	operation,	man	itenanc	C, L	ire, p	otection.	i, cus	tody	, and s	aic-guaiu-	
,	ınd əos	(2) To instant has	are said motor ve zards or liabilities	ehicle	with a l	icensed a	and res	ponsible	nsur	ance C	omp	any v	with res	pect	to o	collision	coverage	;
f	irm or	corporation	,		_													
a	ll legal	liability fo	ever indemnify as r damages, expen r other person, in	ses.	legal fees,	, judgme	nts, ar	d costs gr	owin	g out	of it	s use,	mainte	nance	, or	es tron operati	on by the	! :
	_	The unders	otner person, in igned further ag: g said motor veh	rees	and expre	ssly cert	ifies th	at in acce	pting	the cu	istod	y, po	ssession	and	cont	rol of s	said motor	
r	epresen	tative of D				-												
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					`	(Agent)		1	TT(TN)	the tre	ıtb r	md <i>or</i>		(Com			informatio	D
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	maker in the property of the William	e e fales de la la companya de	garaga kan kan kan kan kan kan kan kan kan ka
	LLMENT NOTE AND	SECURITY AGREEMENT	11 Internal
No			1970 Internal Tractor
For value received, I or we, jointly and	i severally promise to pay	to the Elyria Savings & Trus	t National Bank
eleggistis ingeneral engage			11
at theoffice o			
and one installment of \$			
of, 19, and one is succeeding month until the whole of si (8%) per annum. Any unpaid balance refunded based on the rule of 78ths fa five percent (5%) of the payment may	aid indebtedness is paid, may be paid, at any time ctor method. In the event	with interest from maturity a e, without penalty and any un-	it the rate of eight per cent earned finance charge will be
To further secure the payment of the			
owed jointly and severally by the und	EUNITED THIRTYAND	3/100 (\$mad Bank the undersigned h	Dollars
(security interest) (purchase money s	ecurity interest) in the fo	ollowing collateral:	ereby grants to said pank a
Lord Laterry Acides. 7		r Sisciffication of the s	Adding the
together with accessions including sucl er (s) owns and possesses said collat	h as may be substituted by	y the undersigned. The under	
If any installment of this note is not naid at	the time and nines energial	the entire emount unneid shall be di	ie and payable at the option of the
roider nereor. All parties nereto, whether m Protest, presentment, notice of dishonor, and	akers, endorsers, sureties, guar	antors or otherwise, hereby waive	demand, notice and protest.
party assents to any substitution, exchange, og guarantee to pay all costs of collection if sub-	or release of collateral granted t is brought thereon.	by the holder. The makers, endor	sers, and guarantors of this note
In case said note or any renewal thereof, or a comes due by the terms thereof, or in the even note, the makers promise whenever required holder; and, should this security be not increated the deposits required by the terms hereof, the whether due according to its face or not. East with or without notice, and agrees that his like	ny other debt or obligation secur t said Bank deems itself insecur by the holder hereof to increa- sed when so required, or shoul en this obligation, at the option of the undersigned hereby;	red thereby, or any part thereof, st re or its security endangered at any se the amount of security for this d the makers for any cause whatsoo n of the holder, with or without no assents to the addition of co-makers orted thereby.	all not be paid after the same be- time even before maturity of said obligation until satisfactory to the ever not make or cause to be made ide, shall become due and payable, subsequent to his signature hereto,
For the purpose of enforcing the payment of mise, transfer, and deliver all of the said coll deem advisable, and apply the proceeds, or so charges in selling the same, and the balance of the holder, and render the balance, if any, to			
Such sale may be made wherever the said ho without notice to or demand on the makers or the said holder may become the purchaser of part of the undersigned which right is hereby	older may direct, and may be ; the depositors of the said colli- any or all of the said collater	public, or private, or both, with or	without advertisement, and with or i notice being hereby waived, and
It is understood and agreed, however, that the obligation, but may at its election require sale eight per cent (8%) per annum after maturities.	d obligation to be paid by any ty until paid.	maker or makers hereon. This not	shall bear interest at the rate of
Any deposit or other sums at any time crediterty of the undersigned, or any of them, in the of this note and the other liabilities herein r or to become due. Said Bank shall have no deservation of any rights pertaining thereto begany of the liabilities secured hereby shall be nominee, with or without disclosing that such	ed by or due from said Bank to e possession of said Bank may eferred to and such deposits of uties as to the collection or proport the safe custody of the come due and payable, transfer the collateral is subject to the s	to the undersigned, or any of them, at all times be held and treated as ar sums may at any time be applied otection of the collateral, or of any collateral. Said Bank may, from tim rall or any part of the collateral is ecurity interest granted hereby.	and any securities or other prop- dditional collateral for the payment or set off against the amount due income thereon, nor as to the pre- s to time, whether before or after nto the name of said Bank or its
The makers, co-makers, sureties, guarantors, power any attorney-at-law in their names an states at any time after default hereunder an either of them in favor of the holder hereof provided that, no lien obtained by exercising to be used as the principal residence of the r	and endorsers hereby waive d d behalf or in the name and t d waive process, and service t for the amount that may appea the power to confess judgmen	temand of payment, protest and not sehalf of any or either of them to ap hereof, and without notice confess or to be due thereon for principal, i	ice thereof, and authorize and em- pear before any court in the United judgment against them or any on interest, damages and costs of suit;
This security interest () does () debtedness.	does not cover after-acqu	ired property and () does () does not secure future in-
1. Proceeds	\$ 25700,00		
2. (Other charges, itemized)	\$	INSUR	ANCE
3. Amount Financed (1 + 2)		Credit Life and/or Disabilit	y Insurance (), is (), is
4. FINANCE CHARGE (S)	***************************************		loan. If not required, it will
Interest \$	MA GRANINA	not be provided unless mak	er signs detow.
			ife and Disability Insurance,
Credit Life insurance \$ Others (itemize) \$	1.	() Credit Life Insurance Item 4 for the term of the	only, at the cost set forth in loan.
The contract of the contract o	A A A		Date
A TOTAL DISTANCE OF A BOILD	1111.08	$\frac{1}{4} \cdot \frac{1}{1} \cdot \frac{1}$	DAKE
4. TOTAL FINANCE CHARGES	Na da	Insured Make	er's Signature
ANNUAL PERCENTAGE RATE	%		

(Address)

(Telephone No.) (Zip)

(Signature of Borrower)

(Signature of Borrower)

WARNING — BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU OR YOUR EMPLOYER REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOOD, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

			: WHE	vice to y	
1 000 (0	On About	NEGOTIABLE	NOTE		
\$ 43 39. 68	City	Ohio. Date	March 7,	19.74	Na 15 946977
FOF VALUE RECEIVED), each undersigned pro-	omises to pay to	the order of .	ELYRIA SAVINGS &	TRUST WATIONAL
BANK Four thous	sand three hundre	d thirty nine	e and 68/10	39.68) DOLLARS at the
	fice of the above named				of \$ 361.04
each, the first installmen	t payable April 15	19 74	and the rem	aining ones at monthl	v intervals thereafter
If this Note or any part	thereof is not naid at the	maturity bereaf whe	ether such maturit	v he caused by lance of ti	ma or NATion Continue this
Note or the part thereof which til paid; or at the option of the cents (5c) for each dollar of late charge, if imposed and co	n has matured, as the case resolved he holder hereof, the holder many monthly installment shoulder hereo	nay be, shall thereaft ay collect, and the un own above which is r f, shall be in lieu of	er draw straight ir idersigned promise iot paid on or bei such eight (8) pei	to pay in the rate of eight to pay in the charge mul- fore ten (10) day inter the r cent straight interest on	by per cent per annum un- clated at the rate of five due date thereof, which the applicable in the pro-
In the event of (a) any ment pertaining to this Note,	default in the payment of a	any installment of thi	s Note as herein	agreed, or (b) any default	under any Security Agree-
or corporation if said endorse ed by or against any of the u	r is a partnership or a corp	oration (other than o	ne endorsing with	out recourse), or (d) any r	roceeding being commenc-
any other present or future S' Note immediately shall becom demand for payment and prot	tate or Federal insolvency la e due at the option of the	iws, or (e) the holder	r hereof deeming	itself insecure for any rea	son whatsoever, then this
is authorized to: (a) cause th	ach endorser hereof agrees e signature of one or more	additional makers ar	nd/or endorsers to	be added hereto at any	time or times: (b) at any
time or times extend the time after securing this Note; (d) detach this Note from the Sec	of payment of this Note in modify, waive, supplement	whole or part; (c) se	ell, exchange, surr	ender or otherwise deal w	ith collateral now or here-
ion, validity and performance, when more than one, shall be	rned by and construed in ac Each undersigned individual jointly and severally liable	al represents to the h	ws of the State of older hereof that	Ohio in all respects, includes he is not least 21 years	iding matters of construct- s of age. The undersigned,
empower any attorney-at-law	sureties, guarantors, and on their names and behalf of	or in the name and b	ehalf of them or a	my of them to appear befo	re any court in the United
States at any time after defathem in favor of the holder provided that, no lien obtains	ult hereunder and waive pr	ocess, and service the	ereof, and withou	it notice confess judgmen	against them or any of
provided that, no lien obtaine be used as the principal reside a joint and several warrant of	ence of the maker or maker	to confess judgment has hereof, and thereup	herein shall attach on to waive all e	to any real property wh rrors, right of appeal and	ch is used or expected to stay of execution. This is
"WARNING - BY SIGN					
NOT PAY ON TIME A AND THE POWERS OF					
ANY CLAIMS YOU MA' FAILURE ON HIS PAR'					S, FAULTY GOODS,
			Signature of De	12 /	~ /
	leboro, Lavonia,	Litenifan		O Bitts demic	new 1
1974 Ply. 4	Or. HT		En	e C. Falen	and me
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SECURITY AGREEMENT

From

12 A

STATE OF SECTION OF SECTION STATES OF

ELYRIA SAVINGS&TRUST NATIONAL BANK ELYRIA. OHIO

AGREEMENT

(FF)

SECURITY AGREEMENT AND DISCLOSURE STATEMENT

2	MAKE	No. of Cylinders	(If Truck	ody Type , Give Tonnage)	Color	MODEL	NEW or USED	YEAR	SERIAL NUMBER	KEY NUMBER
	Plymouth	8	4 door	hardtop	Brown	Fury I	II New	1974	PH4 K4	156527
	Special Equipment Checked Radio Heater gether with accessories and	Automatic Transmission	Overdrive	Steering	Power Brake	ı Ll I	Window Elifts Pebtor (herein	Air Condition		(Specify)
ľ	gether with accessories and vehicle"). Debtor warrants his Security Agreement inco			ally possesses the V		<u></u>				
	Proceeds to debtor Insurance premiums & insurance coverage unland box checked):	other charge	es (No		HEAL	TH COV	VERAGES	ARE NO	OT REQU	FOR THE
	(a) Credit Insurance if Term Agreement			28.21	1 111	MUMS S.	/ ////		3/	7/14
	(b) Credit, Accident &			\$			re of Debto	r)	(Da	. ,
	(c) Cost of Property I	nsurance		\$						CHECKED
	Comprehensive or Fire & Theft & A	cv		•		EM 2 (a) GNING		æft, C	OVERS ON	ILY DEBT-
	\$ Ded				<u> </u>					·
	Term(DEBTOR MAY CONTROLLER THROUGH WHICE SURANCE IS TO IF DEBTOR SO COOF PERSON IS	HOOSE PERS H ABOVE IN BE OBTAINS HOOSES, NA	SON V- ED, AME		made pr hereof a due a la	omptly ny payn te charg	as agreed nent not page in the a	, at the aid with mount o	option of ten (1) of five (5)	osits are not the hold of the
	(d) Other charges (Ite	mize):		\$ \$ ch09h.21	be comp \$10.00 fr	outed by	y deductii	ng an h arge ai	acquisitiond multip	ayment sha on charge olying the r
	Item (1) + Item (2) THIS FINANCE CHAI FROM TIME NOTE IS DATED.] RGE COMPUT			OR BUSI	NESS PU	JRPOSES?	() YI	ES () 1	
	Finance Charge		10.00	\$ 245.47	Debtor ag given unle	rees that ess other	Vehicle sha wise stated	ll be loca herein.	ated at his	address abo
	Total of payments		T 100	5.722	SIGNING	OF AN	EXACT CO	PY OF	ATTACHE	CIPT AFTE D SECURIT MENT COM
Ļ	Time Balance Total of F to pay to Elyria Savings hly installments of \$	leach as liment to be prinstallment on	nd a final aid on	btor prom- in Linent installment	(1) V	FILLEI	o in. To Ch	micaj Sign He	Jones	ale

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1. Title to and a security interest in the Vehicle and all equipment at any time added thereto shall remain and vest in Holder until all sums due and to grow due hereunder shall be fully paid in cash by Debtor and Debtor has performed all conditions hereunder. As evidence of such passage of title and upon discharge of all obligations under this agreement by Debtor, holder hereof will deliver to Debtor the title papers executed in connection with said vehicle with proper evidence of satisfaction of agreement, in accordance with the laws of the State of Ohio.

Risk of loss of, injury to, or destruction of the motor vehicle shall be at all times in the Debtor and the Debtor's obligation to pay the purchase price shall be in no way impaired by such loss, injury or destruction.

- 2. Debtor shall keep the Vehicle insured against fire, theft and collision for the full term of this agreement for the dual protection of Debtor and Holder to the extent of their interests therein. If Debtor fails (after exercising privilege) to supply insurance on the Vehicle or is unable to acquire insurance or Holder is unable to purchase dual protection insurance, This continuous purchase a single interest insurance policy on the motor vehicle and Debtor shall pay the premium therefor to the Holder on demand (or, if Holder permits, in equal installments concurrently with the institute an additional part of the obligation to be paid under this agreement, Debtor hereby assigns to Holder, all moneys payable by insurance companies (return premiums, claim payments, etc.) not in excess of the unpaid balance hereunder, with right in Holder to take all steps with respect thereto which Debtor might have taken save for this assignment and apply such funds in reduction of the unpaid balance outstanding on this agreement, if same are not used to buy replacement insurance and hereby appoints Holder as Debtor's attorney-in-fact to settle insurance claims and endorse all drafts received from insurance carriers.
- dorse all drafts received from insurance carriers.

 3. No other extension of credit exists, or is to be made, in connection with this loan. Helder is hereby authorized to correct any and all patent errors in the typewritten or handwritten portions of this agreement and the related note.
- 4. Waiver of or acquiescence in any default by Holder shall not constitute waiver of any subsequent or other default and all rights and remedies hereunder are cumulative and not alternative. Time is the essence of this agreemnt.
- medies hereunder are cumulative and not alternative. Time is the essence of this agreemnt.

 5. Default shall exist hereunder (1) if Debtor shall fail to pay any part of the amount secured hereby when due or fail to increase the value of the security for the related note monthly as agreed; or (2) if Debtor shall attempt to (a) remove or allow removal of the vehicle from the address where Debtor now resides, (b) conceal or attempt to conceal or sell, encumber or otherwise dispose of this agreement or any interest therein, (c) hire out or let the Vehicle, (d) carry passengers in the Vehicle for hire, (e) misuse or abuse the Vehicle, or (f) use or allow the use of the Vehicle in connection with any undertaking prohibited by law, or (3) if bankruptcy or insolvency proceedings shall be attached, levied upon, seized in any legal proceedings, or held by virtue of any lien or distress, or (5) if Debtor shall make any assignment for the benefit of creditors, or (6) if Debtor shall fail to pay promptly all taxes and assessments or revoked, or (8) if Debtor or any guarantor for Debtor hereof shall die, or (9) if the Vehicle is damaged or permitted to remain in a damaged condition for one month after the occurrence of accident causing said damage, or (10) if Debtor shall fail to keep the Vehicle insured as hereinabove provided, or (11) if any statement in the Debtor's "Credit Statements" which are the inducement for this loan prove to the satisfaction of the Holder to be untrue.

 In the event of default or the breach of any undertaking of or condition to be parterned by Parter (1) the parterned by the parterned by Parter (1) the parterned by
of the Holder to be untrue.

In the event of default or the breach of any undertaking of or condition to be performed by Debtor (1) the entire unpaid balance secured hereby shall, at the option of Holder, become immediately due and payable, and (2) Debtor agrees upon demand to deliver the Vehicle to Holder, or Holder may, with or without legal process, and with or without previous notice or demand for performance, enter any premises wherein the Vehicle may be, and take possession of the same, together with anything therein.

Holder may retain the goods as its property or may sell the Vehicle pursuant to the statutes of Ohio whereupon Debtor agrees to pay any deficiency on demand.

While removing the Vehicle from point of repossession to Holder's place of storage, Holder may use Debtor's license plates.

Debtor agrees to send notice by registered mail to the Holder hereof within twenty-four hours after repossession if Debtor claims any articles not included herein were contained in the Vehicle at the time of repossession, and agrees that failure to do so shall be a waiver of and bar to any subsequent claim therefor.

- 6. Any provision hereof which may prove unenforceable shall not affet the objective of any other provision of this agreement.
- 7. This agreement shall be interpreted according to the laws of the State of Ohio and all rights and remedies are governed by said law.

Auxionema Clark

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FOR COMPLETION BY CLERK OF COURTS

Amount of credit allowance verified for sales or use tax paid in another state \$.....

CLERK OF COURTS, DEPUTY, OR NOTARY PUBLIC

Sworn to before me and subscribed in my presence this

Payment received by clerk of courts:

Amount. Date By ORIGINAL (WHITE) COPY WITH REMITTANCE TO CLERK OF COURTS FOR TRANSMISSION TO TREASURER OF STATE: DUPLICATE (SALMON) RETAINED BY CLERK OF COURTS: TRIPLICATE (BLUE) TO CONSUMER.

GEORGE G. SPITZER MOTORS, INC.

Grafton, Ohio 44044

BUYERS ORDER

PURCHASER			Date		19
ADDRESS		CITY	STATE	COUNTY	
ENTER MY ORDER FOR	YR.	MAKE	TYPE	MOR	.502-
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@\$	chase pr	ice thereof, plus	freight and delivery charges for immediate delivery, but if	, as above stipulated, ha	ave been paid by m
TOTAL	facturer	before vehicle ha	as been assigned to me I agree DA COPY OF THIS OR	to pay the difference	in price.
CREDIT O. K.	TERMS	AND CONDIT	'IONS SET FORTH HERE	IN, AND I CERTIF	Y THAT I AM
	SALESMAN		ature X		
Accepted By	• • • • • • • • • • • • • • • • • • • •				
SUBJECT TO FINANCE APPROVAL	ORDER UNTIL	• •			

PURCHASER'S STATEMENT AND ACCEPTANCE OF MOTOR VEHICLE

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INSTALLMENT NOTE AND SECURITY AGREEMENT

105818 INSTALLMEN	IT NOTE AND	SECURITY AGREEMENT
No 15 ~105791		y to the Elyria Savings & Trust National Bank
For value received, I or we, jointly and severs	illy promise to pay	y to the Elyria Savings & Trust National Bank
		į 1
at the <u>''(ain</u> office of the al	oove named Bank,	in 36 monthly installments of MAIN OFFICE each, become due and payable on or before the 15th day
succeeding month until the whole of said inde (8%) per annum. Any unpaid balance may be	ebtedness is paid, e paid, at any tim ethod. In the event	e and payable on or before the
To further secure the payment of the		
FIVE THOUSAND SIX HUNDRED FORTY lowed jointly and severally by the undersigne (security interest) (purchase money security	NINE and 48/1 d to the above na interest) in the f	.00 (\$ 5649.43) Dollars amed Bank, the undersigned hereby grants to said bank a following collateral:
		AF3X046775 Model B20 Mtr. #3X046775
	y be substituted k	by the undersigned. The undersigned warrants that borrow- from all encumbrances.
If any installment of this note is not paid at the time holder hereof. All parties hereto, whether makers, er	e and place specified, adorsers, sureties, gua	the entire amount unpaid shall be due and payable at the option of the arantors or otherwise, hereby waive demand, notice and protest.
Protest, presentment, notice of dishonor, and extension party assents to any substitution, exchange, or release guarantee to pay all costs of collection if suit is brou	on of time for paymer of collateral granted ght thereon.	ent are waived by all who become parties to this note, and any such by the holder. The makers, endorsers, and guarantors of this note
In case said note or any renewal thereof, or any other comes due by the terms thereof, or in the event said Ba note, the makers promise whenever required by the holder; and, should this security be not increased when the deposits required by the terms hereof, then this owner whether due according to its face or not. Each of the with or without notice, and agrees that his liability he	debt or obligation sec ink deems itself insecu- iolder hereof to incre a so required, or shou- bligation, at the optic cundersigned hereby recon shall not be aff	cured thereby, or any part thereof, shall not be paid after the same be- are or its security endangered at any time even before maturity of said asse the amount of security for this obligation until satisfactory to the alid the makers for any cause whatsoever not make or cause to be made on of the holder, with or without notice, shall become due and payable, assents to the addition of co-makers subsequent to his signature hereto, ected thereby.
	igation, the said holde hether original or add hereof as may be nec oceeds, if any, to the	er shall have full power and authority to sell, assign, collect, comproditional, or so much thereof as may be requisite or as the holder may sessary, to the payment of this note, and the necessary expenses and payment of any other liability of the depositor of the said collateral to
Such sale may be made wherever the said holder may without notice to or demand on the makers or the dep the said holder may become the purchaser of any or a part of the undersigned which right is hereby waived	all of the said collate	public, or private, or both, with or without advertisement, and with or lateral, or any of them, demand and notice being hereby waived, and real at any such public sale free from any right of redemption on the
	ion to be paid by any	ed to resort first to the collateral hypothecated for the security of this y maker or makers hereon. This note shall bear interest at the rate of
of this note and the other liabilities herein referred to or to become due. Said Bank shall have no duties as servation of any rights pertaining thereto beyond the	to and such deposits to the collection or p safe custody of the and payable, transfe	to the undersigned, or any of them, and any securities or other proportion at all times be held and treated as additional collateral for the payment or sums may at any time be applied or set off against the amount due protection of the collateral, or of any income thereon, nor as to the precollateral. Said Bank may, from time to time, whether before or after er all or any part of the collateral into the name of said Bank or its security interest granted hereby.
States at any time after default hereunder and waive	process, and service mount that may appe ver to confess judgme	demand of payment, protest and notice thereof, and authorize and em- behalf of any or either of them to appear before any court in the United thereof, and without notice confess judgment against them or any or ear to be due thereon for principal, interest, damages and costs of suit; ent herein shall attach to any real property which is used or expected
This security interest(X) does () does not debtedness.	ot cover after-acqu	aired property and (X) does () does not secure future in-
1. Proceeds	\$4763.60	
2 / & !! Insurance (Other charges, itemized)	\$ n. a.	INSURANCE
3. Amount Financed (1 + 2)	\$4763.60	Credit Life and/or Disability Insurance () is X(X) is
4. FINANCE CHARGE (S)	Ψ	not required to obtain this loan. If not required, it will not be provided unless maker signs below.
Interest \$\frac{\$865.88}{n. a.}	-	not so provided direct signs seron.
Credit Life Insurance \$ 10.00		I (we) desire () Credit Life and Disability Insurance, () Credit Life Insurance only, at the cost set forth in
Others (itemize 11ing fee \$10.00	-	Item 4 for the term of the loan.
Credit report fee n. a. Appraisal fee n. a.		Date
4. TOTAL FINANCE CHARGES	\$ SS5_88	Insured Maker's Signature
Credit Life Ins. ANNUAL PERCENTAGE RATE	11.20 ^a .	
5. Total of Payments	\$ 5649.48	UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETED EXACT COPY OF THIS INSTRUMENT.
142 Locust Street	·····	Daniel Wil MA
Elvria. Ohio		ORITTS CHEMICAL CO.
(City and State) 323-3275	44035	By Townell W. Obitts - Pres
(Telephone No.)	(Zip)	(Signature of Borrower)
MANAGEMENT OF THE PARTY OF THE	en vall auge :	UR VAUR RIGHT TA MATICE AND COURT TOTAL

WARNING — BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU OR YOUR EMPLOYER REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOOD, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE. 6

SDMS US EPA REGION V COLOR-RESOLUTION - 2

IMAGERY INSERT FORM

The following page(s) of this document include color or resolution variations. Unless otherwise noted, these pages are available in monochrome. The original document is available for viewing at the Superfund Records Center.

SITE NAME	CHEMICAL RECOVERY
DOC ID#	147467
DESCRIPTION OF ITEM(S)	INSTALLMENT NOTE & SECURITY AGREEMENT
PRP	RMD-CHEMICAL RECOVERY
DOCUMENT VARIATION	COLOR OR _X_RESOLUTION
DATE OF ITEM(S)	8/13/71 & 3/12/73
NO. OF ITEMS	2
PHASE	ENFORCEMENT
OPERABLE UNITS	
LOCATION	Box # Folder # Subsection
PHASE (AR DOCUMENTS ONLY)	Remedial Removal Deletion Docket Original Update # Volume of
	COMMENT(S)
	FOLDER M-35

INSTALLMENT NOTE AND SECURITY AGREEMENT

1970 Internations Viactor

		to the Elyria Savings & Trust National Bank
カーラが、軟製金 (***)まりが報からました。 とこ	The table	ed P./T.G DOLLARS
t theoffice of the	above named Bank,	in monthly installments of \$ each,
nd one installment of \$	first installment to	become due and payable on or before the day
8%) per annum. Anv unnaid balance mav	be paid, at any time method. In the event	and payable on or before the
o further secure the payment of the		
50 CONTRENS CLUB SAND CONTROL CO	mod to the phone of	3/100 (\$) Dollars amed Bank, the undersigned hereby grants to said bank sollowing collateral:
(security interest) (purchase money security	ty interest) in the f	collowing collateral:
Section 1 to 1	<u> </u>	. A Profession Communication of the communication o
	may be substituted t	by the undersigned. The undersigned warrants that borrow- from all encumbrances.
f any installment of this note is not paid at the tolder hereof. All parties hereto, whether makers,	time and place specified, endorsers, sureties, gua	the entire amount unpaid shall be due and payable at the option of the rantors or otherwise, hereby waive demand, notice and protest.
Protest, presentment, notice of dishonor, and extensive assents to any substitution, exchange, or releguarantee to pay all costs of collection if suit is be	nsion of time for paymease of collateral granted brought thereon.	ent are waived by all who become parties to this note, and any such by the holder. The makers, endorsers, and guarantors of this not
in case said note or any renewal thereof, or any off- comes due by the terms thereof, or in the event said note, the makers promise whenever required by the nolder; and, should this security be not increased we the deposits required by the terms hereof, then this whether due according to its face or not. Each of with or without notice, and agrees that his liability	ner debt or obligation sed Bank deems itself insecute holder hereof to increven or show when so required, or show is obligation, at the optic the undersigned hereby hereon shall not be aff	ured thereby, or any part thereof, shall not be paid after the same bears or its security endangered at any time even before maturity of sale are the amount of security for this obligation until satisfactory to the lid the makers for any cause whatsoever not make or cause to be maden of the holder, with or without notice, shall become due and payable assents to the addition of co-makers subsequent to his signature hereto ected thereby.
		or shall have full power and authority to sell, assign, collect, compec- titional, or so much thereof as may be requisite or as the holder may essay, to the payment of this note, and the necessary expenses an payment of any other liability of the depositor of the said collateral teleprate.
Such sale may be made wherever the said holder without notice to or demand on the makers or the the said holder may become the purchaser of any part of the undersigned which right is hereby wa	may direct, and may be depositors of the said co or all of the said collate ived and released.	public, or private, or both, with or without advertisement, and with clusteral, or any of them, demand and notice being hereby waived, and rail at any such public sale free from any right of redemption on the
It is understood and agreed, however, that the hol	der shall not be compell igation to be paid by an	ed to resort first to the collateral hypothecated for the security of the y maker or makers hereon. This note shall bear interest at the rate of
	a same Manager	
Any deposit or other sums at any time credited by erty of the undersigned, or any of them, in the pos of this note and the other liabilities herein referred to the become due. Said Bank shall have no duties servation of any rights pertaining thereto beyond any of the liabilities secured hereby shall become nominee, with or without disclosing that such col		to the undersigned, or any of them, and any securities or other propy at all times be held and treated as additional collateral for the payment or sums may at any time be applied or set off against the amount duprotection of the collateral, or of any income thereon, nor as to the procedure of the collateral or of any income thereon, nor as to the payment of the collateral into time, whether before or after all or any part of the collateral into the name of said Bank or it security interest granted hereby.
	or due from said Bank may sees ion of said Bank may ed to and such deposits as to the collection or the safe custody of the due and payable, transflateral is subject to the	
The makers, co-makers, sureties, guarantors, and power any attorney-at-law in their names and belocates at any time after default hereunder and waterither of them in favor of the holder hereof for the provided that, no lien obtained by exercising the to be used as the principal residence of the maker. This security interest () does () does	or due from said Bank may ed to and such deposits as to the collection or the safe custody of the due and payable, transflateral is subject to the endorsers hereby waive nalf or in the name and aive process, and service he amount that may apper or makers hereof.	demand of payment, protest and notice thereof, and authorize and embehalf of any or either of them to appear before any court in the Unite thereof, and without notice confess judgment against them or any cear to be due thereon for principal, interest, damages and costs of suitent herein shall attach to any real property which is used or expected
The makers, co-makers, sureties, guarantors, and power any attorney-at-law in their names and bel States at any time after default hereunder and wa either of them in favor of the holider hereof for the provided that, no lien obtained by exercising the to be used as the principal residence of the maker. This security interest () does () does debtedness.	or due from said Bank may ed to and such deposits as to the collection or the safe custody of the due and payable, transflateral is subject to the endorsers hereby waive half or in the name and live process, and service he amount that may app power to confess judgm or makers hereof.	demand of payment, protest and notice thereof, and authorize and embehalf of any or either of them to appear before any court in the Unite thereof, and without notice confess judgment against them or any cear to be due thereon for principal, interest, damages and costs of suitent herein shall attach to any real property which is used or expected
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The makers, co-makers, sureties, guarantors, and power any attorney-at-law in their names and bet States at any time after default hereunder and wa either of them in favor of the holder hereof for the provided that, no lien obtained by exercising the to be used as the principal residence of the maker. This security interest () does () does debtedness. 1. Proceeds 2. (Other charges, itemized) 3. Amount Financed (1 + 2) 4. FINANCE CHARGE (S) Interest Credit Life Insurance Others (itemize) \$	sor due from said Bank may ed to and such deposits as to the collection or the safe custody of the due and payable, transflateral is subject to the endorsers hereby waive here amount that may appropower to confess judgmar or makers hereof. So not cover after-acquary should be said to the same and the s	Credit Life and/or Disability Insurance () is () is not required to obtain this loan. If not required, it will not be provided unless maker signs below. I (we) desire () Credit Life and Disability Insurance, () Credit Life Insurance only, at the cost set forth in Item 4 for the term of the loan. Date Insured Maker's Signature UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETED EXACT COPY OF THIS INSTRUMENT

WARNING — BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO MOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU OR YOUR EMPLOYER REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOOD, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

INSTALLMENT NOTE AND SECURITY AGREEMENT

	, 19
For value received, I or we, jointly and severally promise to pay	
at the office of the above named Bank,	
and one installment of \$ The first installment to	become due and payable on or before the day
of	with interest from maturity at the rate of eight per cent e, without penalty and any unearned finance charge will be
To further secure the payment of the owed jointly and severally by the undersigned to the above na (security interest) (purchase money security interest) in the fo	ollowing collateral:
together with aggestions including such as may be substituted by	
together with accessions including such as may be substituted ber (s) owns and possesses said collateral and that it is free f	rom all encumbrances.
If any installment of this note is not paid at the time and place specified, holder hereof. All parties hereto, whether makers, endorsers, sureties, guar	rantors or otherwise, hereby waive demand, notice and protest.
Protest, presentment, notice of dishonor, and extension of time for payme party assents to any substitution, exchange, or release of collateral granted guarantee to pay all costs of collection if suit is brought thereon.	by the holder. The makers, endorsers, and guarantors of this note
In case said note or any renewal thereof, or any other debt or obligation sect comes due by the terms thereof, or in the event said Bank deems itself insecun note, the makers promise whenever required by the holder hereof to increase holder; and, should this security be not increased when so required, or should the deposits required by the terms hereof, then this obligation, at the option whether due according to its face or not. Each of the undersigned hereby with or without notice, and agrees that his liability hereon shall not be affern.	re or its security endangered at any time even before maturity of said ase the amount of security for this obligation until satisfactory to the id the makers for any cause whatsoever not make or cause to be made n of the holder, with or without notice, shall become due and payable, assents to the addition of compalers subsequent to his signature hereto
For the purpose of enforcing the payment of this obligation, the said holder mise, transfer, and deliver all of the said collateral, whether original or add deem advisable, and apply the proceeds, or so much thereof as may be nece charges in selling the same, and the balance of the proceeds, if any, to the the holder, and render the balance, if any, to the depositor of the said coll	r shall have full power and authority to sell, assign, collect, compro- itional, or so much thereof as may be requisite or as the holder may essary, to the payment of this note, and the necessary expenses and payment of any other liability of the depositor of the said collateral to ateral.
Such sale may be made wherever the said holder may direct, and may be without notice to or demand on the makers or the depositors of the said coll the said holder may become the purchaser of any or all of the said collater part of the undersigned which right is hereby waived and released.	public, or private, or both, with or without advertisement, and with or ateral, or any of them, demand and notice being hereby waived, and
It is understood and agreed, however, that the holder shall not be compelled obligation, but may at its election require said obligation to be paid by any eight per cent (8%) per annum after maturity until paid.	d to resort first to the collateral hypothecated for the security of this maker or makers hereon. This note shall bear interest at the rate of
Any deposit or other sums at any time credited by or due from said Bank erty of the undersigned, or any of them, in the possession of said Bank may of this note and the other liabilities herein referred to and such deposits or to become due. Said Bank shall have no duties as to the collection or pservation of any rights pertaining thereto beyond the safe custody of the any of the liabilities secured hereby shall become due and payable, transf. nominee, with or without disclosing that such collateral is subject to the	
The makers, co-makers, sureties, guarantors, and endorsers hereby waive power any attorney-at-law in their names and behalf or in the name and States at any time after default hereunder and waive process, and service either of them in favor of the holder hereof for the amount that may apperentiated that, no lien obtained by exercising the power to confess judgm to be used as the principal residence of the maker or makers hereof.	behalf of any or either of them to appear before any court in the United thereof, and without notice confess judgment against them or any or ear to be due thereon for principal, interest, damages and costs of suit;
This security interest () does () does not cover after-acquidebtedness.	aired property and () does () does not secure future in-
1. Proceeds\$	
2. (Other charges, itemized)	INSURANCE
3. Amount Financed (1 + 2) \$	Credit Life and/or Disability Insurance () is () is
4. FINANCE CHARGE (S)	not required to obtain this loan. If not required, it will not be provided unless maker signs below.
Interest \$	I (we) desire () Credit Life and Disability Insurance,
Credit Life Insurance \$	() Credit Life Insurance only, at the cost set forth in
Others (itemize) \$	Item 4 for the term of the loan.
4. TOTAL FINANCE CHARGES \$	Date
ANNUAL PERCENTAGE RATE%	Insured Maker's Signature
5. Total of Payments\$	UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETED EXACT COPY OF THIS INSTRUMENT.
(Address)	
(City and State)	(Signature of Borrower)
(Telephone No.) (Zip)	(Signature of Borrower)

WARNING — BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU OR YOUR EMPLOYER REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOOD, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

	101331 21%. 101113 INTEREST PAID 83	
The following information concerning interest paid to CC Elyria Savings & Trust National Bank during the year	.0/1397 Mortgage Loan \$ 179.	
noted below, by the borrower whose name and address appears below, is furnished without warranty at the request of the borrower.	Unsecured Loan \$ 949.1	0
calendar year 1971 OCC	- /0 3 30 Installment Loan \$ 892.6	08
ELYRIA SAVINGS & TRUST NATIONAL BANK	Bank Americard \$ Total 2424.4	12
OFFICE Thin	1 Obetto Chem	eal
Obitts Chemic		
147 Socuet	St. Ely. Sav. +V	ruch
Chris, Okio 4	4035 Interest 197	7/
IL - 25 R Installmen	Loand	